

EXHIBIT A



NORTHWEST TERRITORIAL MINT

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December 27, 2016

Bill M. Atalla
18124 Wedge Parkway
Reno, Nevada 89511

Via Email batalla@autoinformant.com

Subject: **OFFER OF EMPLOYMENT**
CEO NORTHWEST TERRITORIAL MINT

Dear Mr. Atalla:

We would like to begin by thanking you for your interest and willingness to lead Northwest Territorial Mint Company (“Company”) out of bankruptcy. We are excited about finalizing the business plan to emerge from bankruptcy and anticipate filing the Disclosure Statement and Plan of Reorganization in January 2017. In full disclosure, there are remaining legal issues and disputes associated with the prior owners that could impact the ability to emerge from Bankruptcy.

NWTM is pleased, subject to the approval of the bankruptcy court, to offer you the position of Chief Executive Officer, (“CEO”). Your base salary will be \$300,000 per year paid on a bi-weekly basis and will include four (4) weeks of paid vacation time. In addition to your base salary, you will participate in the performance based incentive program. Your yearly incentive shall be 50% of your base annual salary payable in conjunction with the completion of the deliverables established.

While you will be responsible for the entire operations, we believe the focus needs to be around the following deliverables

- 1) Rebuilding the sales organization, redefining pipeline, redefining commission structure and rebuilding the reputation with the customer base, all resulting in building sales. Your compensation will include a bonus for achieving these objectives.
- 2) Half of your incentive bonus will be paid for achieving sales growth of \$2.00 million in fiscal year 2017, an additional \$2.25 million in fiscal year 2018 and an additional \$2.50 million for fiscal year 2019. The Company, will pay a \$75,000 bonus for sales growth as specified above in each of these fiscal years.

- 3) While growing sales, it will also be important to focus on improving gross profit margin. One third of your incentive bonus will be paid for improving gross profit margins from those of fiscal year 2016 to at least 42% in fiscal year 2017, to at least 44% in fiscal year 2018 and to at least 46% for fiscal year 2019. The Company will pay you a bonus of \$50,000 for improvements in gross profit margins as specified above in each of these fiscal years.
- 4) The balance of your annual incentive bonus will be based upon the reduction of non-direct cost of sales expense (excluding depreciation, incentive bonuses annual audit and bankruptcy costs). This is naturally going to be difficult to quantify for future years. The Company will pay a \$25,000 bonus annually for reduction of non-direct costs of sales expenses. For 2017 the incentive bonus will be earned if the total non-direct cost of sales of the Company is less than \$5 million. Triggering events for this component of incentive compensation for future years will be mutually agreed upon as part of the annual budget process and approved prior to January 1, of each year.

In addition to the above items, your incentive bonus for fiscal year 2019 will also be dependent if applicable, on finding your replacement and serving on the board of directors of the company for all years from year one until the company is sold.

As NWTM is licensed to do business in the state of Nevada, we follow the state's employment laws which means, your employment is "At Will." Meaning you or NWTM may terminate your employment at any time with or without notice. In the event that NWTM terminates your employment prior to December 31, 2019, you will not be entitled to any bonus compensation and the Company will pay you a severance payment of \$100,000.

In addition the company is pleased to provide you with a profit sharing incentive right equal to 5% of the net income before bonus and excluding depreciation ("Net Distributable Income").¹ The profit sharing incentive payment will be payable from the sale proceeds of the company in connection with any sale of the Company on or before 2022. You will be entitled to a profit sharing payment based upon the Company's generation of Net Distributable Income of at least \$7.5 million in total for calendar years 2017 through 2019. But if Net Distributable Income is less than \$7.5 million for the three year period ending 2019 the profit sharing percentage can be, but is not required to be reduced by the Board of Directors to 2.5% of Net Distributable Income. In addition to the profit sharing incentive payment, you will be entitled to a share of the sales proceeds of the company in connection with any sale of the Company on or before 2022 in the amount of 5% (unless reduced to 2.5% as described above) of the net sales proceeds received by the Company at closing of such sale. Note if an acquisition or Joint Venture agreement is completed during the term of your employment, the profit sharing incentive and sales proceeds amounts will need to be adjusted for the impact of such transaction.

Note the company has already identified and may identify additional possible acquisition targets or changes in the corporate structure through Joint Ventures. If a transaction is completed, the profit sharing bonus calculation may need to be adjusted and the adjustment will need to be mutually agreed upon based upon the impact of the transaction.

NWTM agrees to pay reasonable costs not to exceed \$50,000 in conjunction with your relocation to the area.

¹ Net Distributable Income is intended to be an approximation of revenues available for distribution to creditors and shall be calculated based upon the Company's total income less total expenses without depreciation. Bonuses to you and to other employees which may be approved by the Board or otherwise granted by the Company shall not be included in total expenses for purposes of calculating Net Distributable Income.

You indicated a desire to commence employment with the Company before Bankruptcy Court approval of your employment agreement. We advised you that the earliest we believe we could obtain Bankruptcy court approval would be February of 2017. In an effort to move forward prior to bankruptcy approval, you have agreed to start work on January 2, 2017 be paid as if you are a line worker at \$10.00 per hour for your time until the Bankruptcy Court has approved your employment as the CEO of the company. Upon approval you will be paid from January 2, 2017 at your normal CEO compensation level.

Until a Plan of Reorganization is confirmed you will report directly to Mark Calvert, the Trustee. You will hold at least weekly meetings or when requested with Mark Calvert to discuss the progress and issue being faced on a daily basis. All major decisions including staffing decisions will be discussed with and will require approval of Mark Calvert. Major decisions may also require court approval.

Upon confirmation of a plan of reorganization, you will report to the Board of Directors of the reorganized Company.

If you choose to accept this job offer and terms as presented, please sign this letter and return to me. We will counter-sign and return to you. The Agreement will be effective only upon approval by the United States Bankruptcy Court. A copy will be maintained by our corporate Human Resources office and one copy will be presented to you along with all necessary new hire paperwork. In anticipation of your acceptance of this offer, we welcome you to Northwest Territorial Mint team.

Best regards,

Mark Calvert
Court Appointed Trustee
Subject to Bankruptcy Court Approval

Date

Acceptance:

Bill Atalla,
CEO

Date